



## CITY OF ALAMEDA • CALIFORNIA

SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY - - - OCTOBER 4, 2005 - - - 6:30 P.M.

Time: Tuesday, October 4, 2005, 6:30 p.m.

Place: **City Council Chambers Conference Room**, City Hall, corner of Santa Clara Avenue and Oak Street.

Agenda:

1. Roll Call.
2. Public Comment on Agenda Items Only.

Anyone wishing to address the Council on agenda items only, may speak for a maximum of 3 minutes per item.

3. Adjournment to Closed Session to consider:

3-A. CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Human Resources Director and Craig Jory.

Employee Organizations: International Brotherhood of Electrical Workers and Management and Confidential Employees Association.

3-B. CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiator: Arthur Hartinger/Kathy Mount of Meyers, Nave, Riback Silver and Wilson.

Employee: City Attorney.

4. Announcement of Action Taken in Closed Session, if any.

Adjournment

Beverly Johnson, Mayor



## CITY OF ALAMEDA • CALIFORNIA

### IF YOU WISH TO ADDRESS THE COUNCIL:

1. Please file a speaker's slip with the Deputy City Clerk and upon recognition by the Mayor, approach the podium and state your name; speakers are limited to three (3) minutes per item.
2. Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
3. Applause and demonstration are prohibited during Council meetings.

AGENDA - - - - - REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY - - - - - OCTOBER 4, 2005 - - - - 7:30 P.M.

[Note: Regular Council Meeting convenes at 7:30 p.m., **City Hall, Council Chambers, corner of Santa Clara Ave and Oak St.**]

The Order of Business for City Council Meeting is as follows:

1. Roll Call
2. Agenda Changes
3. Proclamations, Special Orders of the Day and Announcements
4. Consent Calendar
5. Agenda Items
6. Oral Communications, Non-Agenda (Public Comment)
7. Council Communications (Communications from Council)
8. Adjournment

### Public Participation

Anyone wishing to address the Council on agenda items or business introduced by Councilmembers may speak for a maximum of 3 minutes per agenda item when the subject is before Council. Please file a speaker's slip with the Deputy City Clerk if you wish to address the City Council.

SPECIAL MEETING OF THE CITY COUNCIL

6:30 P.M.

CITY COUNCIL CHAMBERS CONFERENCE ROOM

Separate Agenda (Closed Session)

## PLEDGE OF ALLEGIANCE

### 1. ROLL CALL - City Council

### 2. AGENDA CHANGES

### 3. PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS

3-A. Proclamation declaring October 16 through 22, 2005 as National Business Women's Week in Alameda.

3-B. Proclamation declaring October 4, 2005 as Wind River Appreciation Day.

3-C. Library Project Update.

### 4. CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the Council or a member of the public.

4-A. Minutes of the Special and Regular City Council Meetings held on September 20, 2005. (City Clerk)

4-B. Bills for ratification. (Finance)

4-C. Recommendation to approve issuance of the Request for Proposals for a Materials Security and Inventory System for the Alameda Free Library. (Library)

### 5. REGULAR AGENDA ITEMS

5-A. Consideration of City Attorney's Contract Renewal.

### 6. ORAL COMMUNICATIONS, NON-AGENDA (Public Comment)

Any person may address the Council in regard to any matter over which the Council has jurisdiction or of which it may take cognizance, that is not on the agenda.

### 7. COUNCIL COMMUNICATIONS (Communications from Council)

7-A. Consideration of Mayor's nominations for appointment to the Civil Service Board, Commission on Disability Issues, Economic Development Commission, Historical Advisory Board, Housing and Building Code Hearing and Appeals Board, and Recreation and Park Commission.

### 8. ADJOURNMENT

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- For use in preparing the Official Record, speakers reading a written statement are invited to submit a copy to the City Clerk at the meeting or e-mail to: [lweisige@ci.alameda.ca.us](mailto:lweisige@ci.alameda.ca.us)
- Sign language interpreters will be available on request. Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 72 hours prior to the Meeting to request an interpreter.
- Equipment for the hearing impaired is available for public use. For assistance, please contact the City Clerk at 747-4800 or TDD number 522-7538 either prior to, or at, the Council Meeting.
- Accessible seating for persons with disabilities, including those using wheelchairs, is available.
- Minutes of the meeting available in enlarged print.
- Audio Tapes of the meeting are available upon request.
- Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 48 hours prior to the meeting to request agenda materials in an alternative format, or any other reasonable accommodation that may be necessary to participate in and enjoy the benefits of the meeting.



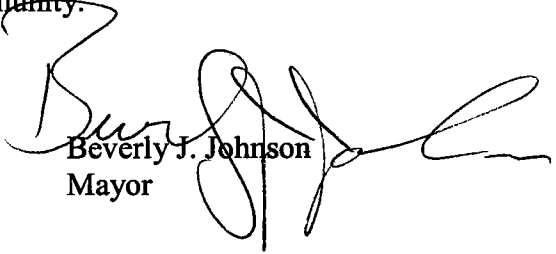
## ***Proclamation***

- Whereas,*** working women constitute 66 million of the nation's work force and strive to serve their communities, their states and their nation in professional, civic and cultural capacities; and
- Whereas,*** women-owned businesses account for 28 percent of all U.S. business, generating \$1.15 trillion in sales; and
- Whereas,*** the major goals of the Business and Professional Women organization are to promote equality for all women and to help create better working conditions for women through the study of social, educational, economic and political problems; and
- Whereas,*** for 77 years the Business and Professional Women organization has been spotlighting the achievements and contributions of working women during National Business Women's Week, the third week of October; and
- Whereas,*** since 1959 members of the Isle City of Alameda chapter of the Business and Professional Women organization have contributed to the economic, political and civil life of our community; and
- Whereas,*** this outstanding organization will recognize local Women of Achievement during its annual National Business Women's Week Awards Ceremony on Saturday, October 22nd, 2005, at 2:00 p.m. at Independence Plaza;

***NOW THEREFORE, I,*** Beverly Johnson, Mayor of the City of Alameda, do hereby declare October 16 through October 22, 2005, as

### ***NATIONAL BUSINESS WOMEN'S WEEK***

in the City of Alameda and urge all citizens to join this salute to working women and to encourage and promote the celebration of the achievements of all business and professional women in our community.

  
Beverly J. Johnson  
Mayor



## *Proclamation*

*Whereas,* the City of Alameda is committed to providing disaster preparedness and response training to all of its citizens and businesses; and

*Whereas,* the Alameda Fire Department, working in partnership with Alameda power & Telecom and the American Red Cross, has developed materials and classes that enable Alamedans to be prepared for disasters; and

*Whereas,* Wind River, one of the largest employers in the City of Alameda, is making extraordinary efforts to train its employees in disaster responses, actively supports City efforts educate the community on disaster preparedness, and is generously helping the victims of recent disasters by taking the following actions:

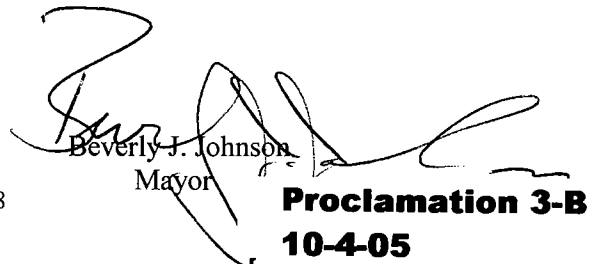
- Wind River is a major sponsor of the "Together We Prepare – A Disaster Resistant Alameda" DVD. The DVD is used in Disaster Preparedness training for Alameda's residents and businesses.
- Wind River is providing "Together We Prepare" training to its 300+ employees.
- Wind River will hold a Preparedness and Safety Fair for its employees and other local businesses on October 12<sup>th</sup>. The fair will provide the opportunity for participants to learn about preparedness, sign up for first aid and CPR classes, and take Alameda Fire Department Community Emergency Response Team and Red Cross Disaster Response training.
- Wind River is developing a corporate Disaster Response plan.
- Wind River has encouraged its employees to support the Red Cross "Tsunami Relief" efforts and matched employee contribution with a \$50,000 donation.
- Wind River has encouraged its employees to support the Red Cross "Hurricane Katrina Relief" efforts and matched employee contributions with a \$25,000 donation.

***NOW, THEREFORE, BE IT RESOLVED*** that I, Mayor of the City of Alameda, do hereby express my thanks to Wind River and do hereby proclaim October 4<sup>th</sup>, 2005 as

### ***Wind River Appreciation Day***

in the City of Alameda and urge the citizens of Alameda to join us in thanking Wind River for its contributions to the victims of recent disasters and to the local community.

Office of the Mayor  
2263 Santa Clara Avenue, Room #320  
Alameda, California 94501-4477  
510.747.4701 Office • Fax 510.747.4704 • TDD 510.522.7538

  
Beverly J. Johnson  
Mayor  
**Proclamation 3-B**  
**10-4-05**

**CITY OF ALAMEDA**  
Memorandum

To: Honorable Mayor and  
Councilmembers

From: Debra Kurita  
City Manager

Date: September 20, 2005

Re: New Main Library Project Update

Attached to this memorandum is the October 1, 2005, Library Construction Report.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Jane Chisaki".

Jane Chisaki  
Interim Library Director

Attachment

# **Library Construction Report**

October 1, 2005



### **Construction**

- The Library webcam will operate throughout the project. It is available on the Library's and the City's websites.
- Notice to Proceed was issued on March 14, with substantial completion scheduled for September 5, 2006.
- Second floor concrete deck was poured on September 13<sup>th</sup>.
- First half of second floor wall forms were installed on September 19<sup>th</sup>.
- First floor access flooring lay-out was completed on September 22<sup>nd</sup>.
- The structure is scheduled to be weathertight by December, 2005.
- The project remains on schedule.

### **Furnishings and Equipment Procurement**

- Planning process for FF&E has begun.

### **Library Move**

- Planning process for move begins October 2005.

### **Library Opening**

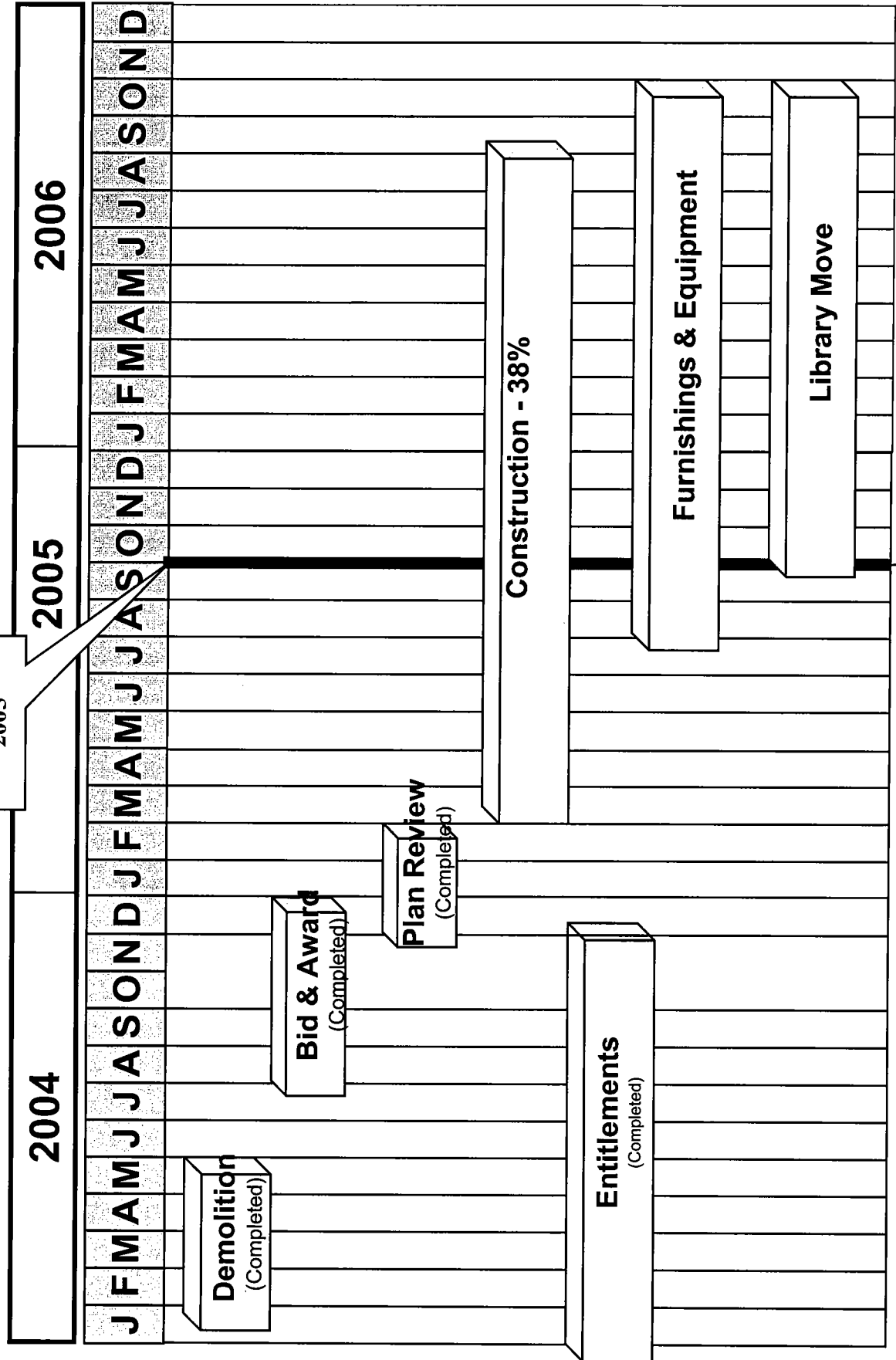
- The opening of the Main Library is tentatively scheduled for October 2006.

### **Budget**

- The budget report, including supplemental funding sources, is attached.

# Library Project Timeline

Status as of  
October 1,  
2005



# **Budget for Alameda Free Library - New Main Library Project** **Inception to date through the month of: August 2005**

Sources of Budgeted Funds	Budget
State Grant	\$15,487,952.00
Measure O	8,000,000.00
Contributions	10,000.00
Supplemental Funding:	
Interest Earned on Measure O Funds	160,000.00
Stafford Bequest	745,297.00
Redevelopment Funding	2,000,000.00
Additional Measure O Funds	670,000.00
Alameda County Waste Management Grant	75,000.00
Recycled Content Grant from Public Works	20,000.00
<b>Sources Subtotal:</b>	<b>27,168,249.00</b>
<b>Expenditures to date:</b>	<b>6,835,524.69</b>
<b>Balance Available:</b>	<b>20,332,724.31</b>
<b>Change Orders:</b>	
Total contingency	1,740,000.00
Change orders to date <sup>1</sup>	(146,796.00)
Current change order	72,602.00
Revised contingency amount	1,665,806.00

<sup>1</sup>Up to \$95,000 in grant funding will be used to offset this change order

## **UNAPPROVED MINUTES**

MINUTES OF THE SPECIAL CITY COUNCIL MEETING  
TUESDAY - - - SEPTEMBER 20, 2005 - - - 6:20 P.M.

Mayor Johnson convened the Special Meeting at 6:25 p.m.

ROLL CALL - Present: Councilmembers Daysog, deHaan, Gilmore,  
Matarrese, and Mayor Johnson - 5.

Absent: None.

The Special Meeting was adjourned to Closed Session to consider:

(05- ) Conference with Labor Negotiators - Agency Negotiator:  
Craig Jory; Employee Organizations: International Brotherhood of  
Electrical Workers and Management and Confidential Employees  
Association.

(05- ) Conference with Legal Counsel - Anticipated Litigation;  
Significant exposure to litigation pursuant to subdivision (b) of  
Section 54956.9; Number of cases: One.

Following the Closed Session, the Special Meeting was reconvened  
and Mayor Johnson announced that regarding Conference with Labor  
Negotiators, the Council discussed International Brotherhood of  
Electrical Workers and gave directions to the agency negotiator;  
regarding Conference with Legal Counsel, the Council gave direction  
to the City Attorney.

### Adjournment

There being no further business, Mayor Johnson adjourned the  
Special Meeting at 7:30 p.m.

Respectfully submitted,

Lara Weisiger  
City Clerk

The agenda for this meeting was posted in accordance with the Brown  
Act.

**UNAPPROVED MINUTES**  
MINUTES OF THE REGULAR CITY COUNCIL MEETING  
TUESDAY - - SEPTEMBER 20, 2005 - - 7:30 P.M.

Mayor Johnson convened the Regular Meeting at 7:45 p.m.

ROLL CALL - Present: Councilmembers Daysog, deHaan, Gilmore,  
Matarrese, and Mayor Johnson - 5.

Absent: None.

AGENDA CHANGES

None.

PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS

(05- ) Proclamation declaring October 2005 as United Nations Month.

Mayor Johnson read and presented the proclamation to Herb Behrstock and Mark Weinstein, Board Members for the East Bay Chapter of the United Nations Association, and Michael Yoshi, Minister of the Buena Vista United Methodist Church.

Mr. Behrstock thanked the Council for the proclamation; invited the Council to attend a celebration of the 60<sup>th</sup> Anniversary of the United Nations on October 21, 2005.

Cynthia Winton-Henry provided a handout regarding the October 21 event and urged attendance.

Mr. Yoshi thanked the Council for the proclamation; stated that the October 21<sup>st</sup> event is the beginning of bringing communities together in Alameda for the long term.

Ms. Carol Robe, Alameda Unified School District (AUSD), stated AUSD is happy to be a co-sponsor for the October 21 event.

(05- ) Proclamation declaring September 18-24 as Pollution Prevention Week in Alameda.

Mayor Johnson read and presented the proclamation to Sam McClymont with RyNck Tires.

Mr. McClymont thanked the Council for the proclamation; stated that the Alameda facility would be accepting tires and oil at no cost.

## CONSENT CALENDAR

Mayor Johnson announced that the bills for ratification [paragraph no. 05-   ] were removed from the Consent Calendar for discussion.

Vice Mayor Gilmore moved approval of the remainder of the Consent Calendar.

Councilmember deHaan seconded the motion, which carried by unanimous voice vote - 5.

[Items so enacted or adopted are indicated by an asterisk preceding the paragraph number.]

(\*05-   ) Minutes of the Special and Regular City Council meetings held on September 6, 2005. Accepted.

(05-   ) Ratified bills in the amount of \$3,807,630.92.

Mayor Johnson stated that improvements are being made for buying within Alameda; a lot of office supplies, tires, and auto supplies are purchased outside the City and outside the County; the check register changed to make City versus non-City purchases more apparent; requested staff to examine how other communities program to buy within the community; spending tax money outside of Alameda should not be done unless necessary; the Council could adopt a resolution to formalize buying and hiring in Alameda.

Councilmember Matarrese suggested that a Buyer position be reviewed; stated there are multiple sources for the same type of materials; the check register shows two places for tire purchases, with one in Oakland; a Buyer position may pay for itself by the money saved in buying in bulk and negotiating contracts.

Mayor Johnson stated there are multiple providers for phone service and copy maintenance and repair; some items are bought through a County contract; supporting jobs, creating tax revenue, and supporting Alameda businesses are some of the benefits from buying in Alameda.

The City Manager stated that all processes are being reviewed; staff is working to have Alameda businesses meet the prices of businesses outside Alameda; bulk purchasing would encourage meeting the prices elsewhere.

Mayor Johnson stated the City should be hesitant to have COSTCO memberships; items should be bought in Alameda; questioned whether money is really saved when residents' tax money is spent outside

Alameda; \$6,000 in stationery supplies was spent out of Alameda; requested that the check register include totals for goods purchased both in and out of Alameda and totals for services purchased both in and out of Alameda.

Councilmember deHaan stated that various vendors have secondary buyers; vendors should be encouraged to buy in Alameda.

Councilmember Daysog stated that a \$6,000 purchase would generate \$60 in sales tax; bulk purchases may save more money.

Mayor Johnson stated that jobs and support for Alameda organizations and non-profits are benefits in addition to the sales tax; all factors need to be balanced.

Councilmember Daysog moved ratification of the bills in the amount of \$3,807,630.92.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5.

(\*05- ) Recommendation to accept the Quarterly Financial Report for the Period Ending June 30, 2005 (Year-end). Accepted.

(\*05- ) Recommendation to adopt Specifications and authorize Call for Bids for three marked police vehicles. Accepted.

(\*05- ) Recommendation to reject the Bids, adopt the modified Specifications, and authorize a second Call for Bids for Cyclic Sewer Repair Project Phase 4, No. P.W. 05-03-11. Accepted.

(\*05- ) Recommendation to amend the Construction Contract with Ghilotti Brothers by increasing the contingency amount by \$120,000 for the Park Street Streetscape and Town Center Project, No. P.W. 10-02-13. Accepted.

(\*05- ) Recommendation to approve a Subdivision Improvement Agreement with FOCIL-BP, LLC. Accepted; and

(\*05- A) Resolution No. 13894, "Approving Final Map and Accepting Certain Dedications and Offers of Dedication and Easement Vacations for Tract 7512." Adopted.

(\*05- ) Resolution No. 13895, "Approving Parcel Map and Accepting Dedication of Easements for Parcel Map No. 8725 (Bridgeside Shopping Center)." Adopted.

(\*05- ) Resolution No. 13896, "Amending the Management and Confidential Employees Association Salary Schedule by Establishing the Salary Range for the Position of Sales and Services Supervisor and Amending the Salary Range for the Position of Information Systems Network Analyst." Adopted.

REGULAR AGENDA ITEMS

(05- ) Resolution No. 13897, "Commending William C. Norton for His Services as Acting City Manager." Adopted.

Mr. Norton thanked the Council and staff for an enjoyable experience; stated that the Council and staff worked through some difficult issues; commended staff for cooperatively working together.

Mayor Johnson stated that Mr. Norton's skill, leadership, and experience enabled handling a tough situation; read the resolution.

Vice Mayor Gilmore stated that working with Mr. Norton has been a privilege; she appreciates Mr. Norton's willingness to give of his time and self, and for listening to the Council and community; stated Mr. Norton did a terrific job in reaching out to the community in some very difficult times.

Councilmember deHaan stated that he has enjoyed Mr. Norton's leadership; noted that Mr. Norton leads by example; stated accomplishments were enjoyed; curveballs were tackled; Mr. Norton recognized staff's skills; the ship was put back on course after a difficult time; he has never seen such incredible leadership.

Councilmember Matarrese thanked Mr. Norton; stated he appreciates Mr. Norton's skills, professionalism, and enthusiasm; everything was handled with a unique and successful approach.

Councilmember Daysog thanked Mr. Norton for his enthusiasm and leadership; stated that the City Manager's work is set because of Mr. Norton's work.

Mayor Johnson noted that former Councilmember Kerr was instrumental in bringing Mr. Norton back into service.

Former Councilmember Kerr stated that the Council handed Mr. Norton a disastrous budget; the community thanks him for getting the job done.

Councilmember Matarrese moved adoption of the resolution.



Councilmember deHaan seconded the motion, which carried by unanimous voice vote - 5.

Mayor Johnson presented Mr. Norton with the resolution, a pewter plate, and an Alameda Point print.

(05- ) Resolution No. 13898, "Reappointing Karen Lee as a Member of the Public Art Commission." Adopted;

(05- ) Resolution No. 13899, "Reappointing K. C. Rosenberg as a Member of the Public Art Commission." Adopted; and

(05- ) Resolution No. 13900, "Appointing Terri Bertero Ogden as a Member of the Recreation and Park Commission." Adopted.

Councilmember Matarrese moved approval of the resolutions.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote - 5.

The City Clerk administered the Oath and presented certificates of appointment to Ms. Lee, Ms. Rosenberg, and Ms. Ogden.

(05- ) Ordinance No. 2945, "Amending the Alameda Municipal Code Chapter XIII (Building and Housing) by Repealing Article I, Section 13-4 (Alameda Electrical Code) in Its Entirety and Adding a New Article I, Section 13-4 (Alameda Electrical Code) to Adopt the 2004 California Electrical Code and Approve Certain Amendments Thereto." Finally passed.

The Acting Planning and Building Director gave a brief presentation.

Councilmember deHaan moved final passage of the ordinance.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote - 5.

(05- ) Recommendation to authorize the submission of an application with the California Film Commission to enable City participation in the Film Liaisons in California, Statewide (FLICS) Program; and

(05- A) Resolution No. 13901, "Establishing the Alameda Film Commission and Granting It the Formal Designation to Serve as Its Film Liaison In California, Statewide (FLICS) with the California Film Commission." Adopted.

The Development Services Director gave a brief presentation.

Mayor Johnson stated that establishing a Film Commission is a great idea; a number of movies have been filmed in Alameda; inquired about commission memberships in other communities.

The Development Services Director responded the memberships have a strong industry representation.

Mayor Johnson inquired whether half of the membership should be from the industry and whether three marketing memberships should be included.

The Development Services Director responded other communities' experiences and selection process would be reviewed and provided to the Council.

Mayor Johnson stated that the Alameda Civic Light Opera has an apprenticeship program; connecting the apprenticeship program with filmmakers would be good.

Councilmember Matarrese requested an analysis of other Film Commission success rates to determine what membership works best.

Councilmember deHaan stated the City has some very unique assets; Alameda Point is a great marketing tool; a Film Commission would be helpful; consistency in the community is important; neighborhoods have had short notification; consistency would come from Commission and Planning Department guidance; positive steps are being taken.

The Development Services Director stated that sometimes the City receives very little notice.

Councilmember deHaan stated that movie making would spill over into the City; the City is a friendly community.

The Development Services Director stated that the community has fun with filming activity; opportunities are available to engage the community.

Mayor Johnson stated that the closure of the High Street Bridge for filming was handled well; there was little traffic; people were cooperative; no complaints were received since the filming; filming can be accommodated, if handled properly.

Kappi Hommert, Alameda, submitted handout; stated that she helped to start the Oakland Film Commission; Alameda has not been able to

take advantage of the benefits associated with having a Film Commission; she is delighted that something is being done; she supports the recommendation; a Film Commission would be very effective.

Irma Garcia-Sinclair, Alameda, stated that she would like to be part of the Film Commission; noted a small city does not really need a Film Commission; the City Council should be aware of what is happening within the community.

Mayor Johnson stated a Film Commission should hopefully pay for itself and create other benefits for the community.

Ms. Garcia-Sinclair inquired whether \$9,000 was for website development.

Mayor Johnson responded \$9,000 was for initial marketing materials and the website.

Ms. Garcia-Sinclair encouraged hiring local residents for background acting.

Liam Gray, Alameda, stated that he supports a Film Commission; the Film Commission could dovetail on San Francisco's efforts to be a digital Hollywood; the bridges, beach, and quaint streets are perfect locations for productions.

Mayor Johnson directed the City Clerk to send applications to the speakers.

Councilmember deHaan moved to approve the staff recommendation and adoption of the resolution.

Vice Mayor Gilmore seconded the motion, which carried by unanimous voice vote - 5.

(05- ) Transmittal of Task Force report concerning strategies to prevent mass termination of tenancies from large apartment complexes and to create additional affordable housing opportunities.

Former Acting City Manager Bill Norton provided an overview of the Task Force Report.

Mayor Johnson stated changing codes would encourage more condominium conversion; subsidies for affordable units need to be paid; inquired whether the units could be retained as rental units.

Mr. Norton responded that currently the condominium conversion ordinance allows the Planning Board to make decisions on what is required; there are costs to improve properties; large complex units are selling for \$150,000 to \$200,000 per unit; condominiums are going for double the amount or more; property owners have some room to make improvements, provide for inclusionary housing, and still make a profit; the report states that discretion would be at either the Planning Board or Council level when economically feasible.

Councilmember Daysog inquired whether the Council was being requested to adopt concepts such as changing rules to allow for condominium conversion or whether more analysis would be provided; stated reviewing the analysis first might be better.

Mr. Norton responded that each property would be different; some buildings are pre-1900, and the conversion and inclusionary housing would be prohibitive; buildings constructed later meet a lot of the current codes but still would command a significant value if converted to condominiums; generalizing each piece of property is difficult; the Council could direct staff to provide additional review of the concept; more time would be needed to get more detail on condominium conversion upgrades and what the condominiums would command if sold; minimum lot size, setback requirements, parking, and some code compliance issues would be somewhat compromised; staff would be relied upon to decide whether a specific case made sense.

Councilmember Daysog stated that he would like a deeper level of analysis; profile case studies should be done before approval of the condominium conversion.

Vice Mayor Gilmore stated that the Council gave the Task Force two specific charges: 1) review how to prevent mass evictions, and 2) review more affordable housing opportunities; the original timeframe was to return with an answer to the Council in 90 days; the Task Force did not return in 90 days because both charges were very large; a very broad brush set of recommendations is presented; the intent is to receive some Council feedback indicating whether there is an interest in pursuing condominium conversions; staff would provide an analysis and bring the information back to the Council, if there is an interest.

Councilmember deHaan stated there is a real concern with health and safety compliance and code enforcement; there are some concerns with landlords who are not properly managing property; inquired whether there are other [code] issues on the horizon.

Mr. Norton responded that there is concern that the same situation could happen at the same property in 5 or 10 years with the new property owner; there are buildings in Alameda that are beautifully maintained and others are not; the Task Force felt there should be a more proactive approach when two or three complaints are received; the Code currently allows people to complain to the City; the City determines whether the property is in compliance; the Code does not allow the City to go onto private property and force an inspection unless there is probable cause.

Councilmember deHaan inquired whether there was any evidence that a Harbor Island Apartment type situation exists.

Mr. Norton responded that he was not aware of any large complex problems; stated the Acting Planning and Building Director would know better.

Councilmember deHaan stated that there was criticism that the City was the last to know about the Harbor Island Apartment situation; the City needs to be the first to know about problems so that action can be taken.

The Acting Planning and Building Director stated that there are no major complexes that have anywhere near the number of complaints as the Harbor Island Apartments.

Councilmember deHaan stated that ensuring the situation does not reoccur is important; mechanisms addressed tonight would provide reassurance.

Mayor Johnson opened the public portion of the Hearing.

Speakers: Steve Edrington, Rental Housing Association of Northern Alameda (submitted handout); \*Lorraine Lilley, Housing Task Force (submitted handout); Barbara Kerr, Northside Association (submitted handout); Gretchen Lipow, Alameda; Thomas Cook, Bonanza Apartments, LLC; \*Lynette Lee, Renewed Hope; \*Joel Rubenzahl; \*Delores Wells Guyton, Buena Vista Community Association; \*Eve Bach, Arc Ecology (submitted handout); Bill Smith, Alameda; Carol Martino, Realty World Martino Associates; \*Modessa Henderson, Harbor Island Tenant Association; Don Grappo, Alameda; \*Tom Matthews, Renewed Hope; Bruce Carnes, Alameda; Michael John Torrey, Alameda; Michael Yoshi, Housing Task Force (submitted handout). [Spoke in favor of the Minority Report.]

There being no further speakers, Mayor Johnson closed the public portion of the Hearing.

Mr. Norton stated that Mr. Yoshi provided him with a copy of a Minority Report tonight and has requested to speak; some Task Force members wanted to present recommendations that are not part of the report; there are three recommendations that could be summarized by Mr. Yoshi.

Mr. Yoshi presented the Minority Report.

Councilmember Matarrese stated that the dust should not gather on the work of the Task Force; he appreciates everyone's work; a meeting with Kennedy Wilson is a good idea to ascertain intentions and to work towards a goal of restoring the fabric of the community; the Harbor Island Apartments are unique because of the size; the thrust of preventing mass eviction has the most impact on said complex; the advantages or disadvantages of controlling the management by placing the property in a redevelopment area should be reviewed; he supports going after code enforcement, fair housing laws, and tenant-landlord laws; federal laws on fair housing and anti-discrimination need to be enforced; the City needs to send a message that there will be maximum enforcement of the laws; he is disappointed with Legal Aid and Sentinel Fair Housing for not stepping up to help the City advocate for the tenants; Legal Aid sent lawyers to a City Council meeting advising there was no money to help people file claims against the Fifteen Group; he would like more time to review the Minority Report; the affordable housing goal and the relationship of condominium presence or absence is peripheral and at odds with the notion of preventing further mass evictions; reviewing an alternate condominium conversion ordinance is not appropriate at this time; reviewing the possibility of affordable housing for home ownership is in the back drop of reviewing what eventually will be at Alameda Point; he would not want to play into any intention that Kennedy Wilson might have to convert the units into condominiums; the City and Task Force should examine the matter; a combination of affordable ownership housing and rental housing within the complex might be possible; the matter would require a very detailed and specific discussion.

Mayor Johnson stated condominium conversion should be reviewed; the impacts are unknown; reviewing the matter allows further evaluation; condominium conversion is a way to achieve affordable housing, which is a shortage in Alameda; many people prefer to buy a house and others prefer renting; both should be accommodated; a limit can be placed to ensure too many units are not removed from the rental stock; the Task Force Report is for discussion and information; inquired whether the committee voted on the Task Force Report.

Vice Mayor Gilmore responded the recommendations in the report were

arrived at through consensus.

Mr. Norton stated ideas were presented at each meeting; the ideas were incorporated in the report if the majority of the Task Force agreed; the Task Force had to weigh the value of more changes versus providing a report to the Council within a certain period of time; the Minority Report ideas were not presented to the Task Force and could not be incorporated in the report.

Mr. Yoshi stated that there was discussion on whether there would be a Minority Report because there was not a consensus.

Councilmember deHaan stated that one of the missions of the Task Force was to develop potential strategies that may be considered in the areas of code compliance, legislation, education, and new initiatives to provide affordable housing; the Task Force covered the issues well; background information is important, particularly in talks with Kennedy Wilson; the Task Force provided what was requested.

Councilmember Daysog thanked Vice Mayor Gilmore for representing the Council on the Task Force as well as the Task Force Committee members; stated the bullet points regarding the health and safety compliance and code enforcement are good; he questions whether bullet point #1 [Increased Code Compliance and Enforcement activities] was meant to be open-ended or was meant to be targeted towards instances as they arise on a case-by-case basis; requested clarification; stated having rules in place and enforced at either the State or local level is important; someone needs to be held accountable for the rules; questioned what needs to be done to make the Council more accountable to ensure that a Harbor Island Apartment situation does not occur again; stated housing issues in Alameda are broken off into different areas such as the Rent Review Advisory Committee, Housing Authority, Alameda Development Corporation, and Code Compliance; bringing the areas together under one roof to ensure that issues raised by one area are not overlooked by others should be reviewed; the Council should be more involved; improving the system of accountability is necessary.

Mayor Johnson stated that having the Council better informed has been the emphasis in all areas; the Council needs to be involved in establishing any Task Force in the future; any Task Force formed should report back to the Council; all information needs to come together at a central location.

Vice Mayor Gilmore stated that she concurs with Councilmember Matarrese's total disappointment in Legal Aid and Sentinel Fair Housing; nothing was done to help the tenants; moral outrage does

not get the attention of a morally bankrupt property owner; the City tried to get the former property owner's attention by filing a lawsuit; some of the tenants could have filed lawsuits if Legal Aid stepped up earlier to help the tenants and provide support.

Councilmember Matarrese inquired whether the Task Force was discharged; recommended that a meeting be scheduled with Kennedy Wilson to provide background information, advise what the Council wants, and to determine what Kennedy Wilson wants; requested that staff outline a plan for how to put all the pieces together with multiple City department involvement; directed the City Manager to put together a plan on how to enforce the Code, as well as State and federal laws; stated a conscious direction should be given to all players to provide a warning light before a melt down; he would like to review the Minority Report before making any condominium conversion comments.

Mayor Johnson inquired how tenants know where to complain about property conditions.

The Acting Planning and Building Director responded there are complaint forms on the website; departments refer complaints to Code Enforcement; outreach is not currently available.

The City Manager stated that people coming to the counter are referred to the Planning and Building Department; changes will be incorporated on the forms to ensure that people are not discouraged to report a complaint.

Mayor Johnson stated that the Council needs to review prioritization of code compliance cases to ensure that resources are correctly targeted; conditions at the Harbor Island Apartments were raised by the Council for the past three years.

Vice Mayor Gilmore stated that Kennedy Wilson is somewhat aware of the Harbor Island Apartment history; the City and either the Task Force or the Harbor Island Tenant Association members should meet with Kennedy Wilson sooner rather than later; Kennedy Wilson would be more conscious in the beginning to put their best foot forward and would be more amiable to meet with members of the community; scheduling a meeting with Kennedy Wilson should be a priority.

Councilmember Matarrese concurred with Vice Mayor Gilmore; stated Kennedy Wilson should be advised about the City's expectations.

Councilmember deHaan stated that quite a few recommendations have been made; many of the recommendations should be adopted; recommendations are not major policy decisions; he is concerned



that accepting some of the recommendations would be considered a cure all; safeguards should be put in place to ensure that apologies to the community will not be necessary because the boat was missed; recommendations are a small example of the direction that has been taken to ensure that matters will be addressed in a proactive manner.

Councilmember Daysog stated improving the system for Council accountability should be reviewed; Councilmembers can learn a lot from the Hurricane Katrina disaster; various levels of government were involved, but the accountability rested with the President for what went wrong; Kennedy Wilson's purchase of the property represents a substantial investment in a part of the City that is being redeveloped; Kennedy Wilson communications seem to be open and receptive; he cautions moving the project sideways; the condominium conversion ordinance is not ready to be modified, but should be reviewed.

Mayor Johnson stated the direction recommendation could be to request a study of the condominium conversion ordinance to examine different methods.

The City Manager summarized Council's directions: 1) set up a meeting with Kennedy Wilson and Task Force representatives to discuss the City's expectations, and how to avoid a similar situation, 2) outline internal operations to ensure that the pieces are put together to inform each other that all enforcement issues are being communicated across department lines, and 3) study the potential impacts of a condominium conversion ordinance.

Councilmember Matarrese stated that he would like to include revising fine violations for boarded up buildings to a per-unit basis with prosecution to the fullest extent.

#### ORAL COMMUNICATIONS, NON-AGENDA

(05-\_\_\_\_) Richard Neveln, Alameda, discussed establishing a tourist bureau; inquired when bus shelters would be installed on Park Street.

Mayor Johnson responded that the bus shelters should be installed by the end of next month.

(05-\_\_\_\_) Don Grappo, IOOF, discussed sidewalk damage and tree trimming issues at the corner of Park Street and Santa Clara Avenue; stated that street repaving has caused an obstruction in roof drainage; noted that the cell sites need to be raised.

(05- ) Bill Smith, Alameda, discussed Alameda Point.

(05- ) Gretchen Lipow, Alameda, submitted a handout regarding the November ballot from The Alliance for a Better California.

(05- ) Delores Wills Guyton, Buena Vista Community Association, stated that a tenant at the Santa Clara Avenue fire informed the manager that her fire alarm did not work a year ago; annual inspections for rental properties are important.

Mayor Johnson inquired whether the Fire Department does annual inspections, to which the Assistant City Manager responded in the affirmative.

#### COUNCIL COMMUNICATIONS

(05- ) Consideration of Mayor's nominations for appointment to the Civil Service Board, Economic Development Commission, Historical Advisory Board, Housing and Building Code Hearing and Appeals Board, and Recreation and Park Commission. **Not addressed.**

(05- ) Councilmember deHaan stated that there was excellent action at the Santa Clara Avenue fire; the Red Cross moved the families into a local church and was working with the last family to determine where the family would spend the night; the landlord and manager of the unit had a listing of all the tenants; tenant relocation was being considered to other units owned by the manager; the situation gave a strong feeling of being able to react when necessary.

(05- ) Councilmember deHaan requested a traffic control update on Santa Clara Avenue and Sherman Street.

(05- ) Vice Mayor Gilmore stated that she received a phone call regarding the morning traffic situation at Island Drive and Doolittle Drive and the length of time to get off Bay Farm Island traveling both ways; the citizen noted that he had formally contacted the Public Works Department about the problem a year ago; requested staff to follow up on the matter.

Mayor Johnson stated that the traffic situation has worsened recently; inquired whether there has been a change in the timing of the signals; noted the traffic backs up on Island Drive; the southbound traffic on Doolittle Drive is not as bad.

Councilmember deHaan stated the morning traffic going out to Harbor Bay is bad also.

(05- ) Mayor Johnson requested further information on the proposed athletic facilities at Bayport prior to finalizing the agreement with the school district.

The City Manager stated that the matter would be brought back to the Council.

Mayor Johnson stated the information should be provided in conjunction with all field allocations and should address how the process works, facility location, and the greatest needs.

(05- ) Mayor Johnson stated that the City of Modesto's cable channel provides a lot of information such as employment opportunities, City programs, and history; suggested that the information scrolling on the City's cable channel be expanded to provide more information to the public.

(05- ) Mayor Johnson stated that she would like staff to review Oakland and San Leandro's Emergency Operation Plan; requested that staff review the City's Emergency Operation Plan prior to the workshop to see whether the Plan needs improvement.

The City Manager stated that staff is in the process of updating the Plan; there have been some organizational changes; staff will review other cities' plans.

#### ADJOURNMENT

There being no further business, Mayor Johnson adjourned the Regular Meeting at 11:36 p.m.

Respectfully submitted,

Lara Weisiger  
City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.

# City of Alameda

## Intradepartmental Memorandum

To: Honorable Mayor and Councilmembers

From: Debra Kurita  
City Manager

Date: September 28, 2005

Subject: Status of the Council's request to reformat the check register

Attached is the check register for accounting period 3/06. The Council's request to reformat the check register was assigned to the vendor that is responsible for programming the City's financial system and he is scheduled to return to Alameda on November 14, 2005. The vendor will attempt to reformat the check register remotely however it is anticipated that the new format will be ready in late November. Please be assured that staff is working to address this Council request as quickly as possible.

Respectfully submitted,



Paul Benoit  
Assistant City Manager

Attachment

**Re: 4-B**  
**10-4-05**

September 29, 2005

Honorable Mayor and Councilmembers:

This is to certify that the claims listed on the check register and shown below have been approved by the proper officials and, in my opinion, represent fair and just charges against the City in accordance with their respective amounts as indicated thereon.

<u>Check Numbers</u>	<u>Amount</u>
140840 - 141246	1,806,465.95
EFT 139	35,000.00
EFT 140	60,424.01
EFT 141	25,610.00
EFT 142	122,311.88

Void Checks:

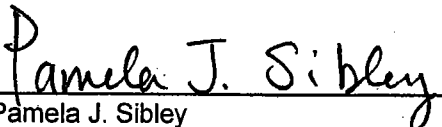
140549	(42.35)
140191	(120.00)

GRAND TOTAL

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2,049,649.49

Respectfully submitted,

  
Pamela J. Sibley

## CITY OF ALAMEDA

### *Memorandum*

TO: Honorable Mayor and Councilmembers

FROM: Debra Kurita  
City Manager

DATE: September 20, 2005

RE: Recommendation to Approve Issuance of the Request for Proposals for a Materials Security and Inventory System for the Alameda Free Library

### **Background**

The Library has increased the size and scope of its collections over the past few years. Security of those materials is important. Currently, the Library uses a magnetic strip security system which is an effective but aging technology. The magnetic strip system is suitable for print materials, however, it is less suitable for media, such as DVDs and audio books. To meet current needs, and to remain on schedule for the new Main Library, it is necessary for the City to issue a Request for Proposals (RFP), which is on file in the City Clerk's Office, for the procurement of a modern materials security and inventory system.

### **Discussion/Analysis**

There are two types of materials security systems, magnetic strips and Radio Frequency Identification (RFID). RFID is the latest technology to be used in library theft detection systems. Unlike the magnetic strip security system which is currently in place, RFID-based systems combine security with more efficient tracking of materials throughout the library, including easier and faster check-out and check-in, inventorying, and materials handling. The advantages of an RFID system outweigh the limitations of a magnetic strip security system:

- RFID tags are much smaller than magnetic strips, can be placed almost anywhere on an item, and are designed for use on delicate media items as well as print materials. When an RFID item is checked-out the tag is "turned off," and the item can pass out the gates without triggering the alarm. While the item is out of the building there is no mechanism for the tag to be read. Security for items is automatically turned back on when materials are checked-in.
- RFID technology can be used to inventory the collections. A staff member needs only to walk along the shelves with a hand-held scanner and upload to the system to effectively inventory the collection. The same hand-held device can be used to check the shelves for missing items or to put items in correct shelf order. This function will improve the care and maintenance of the collections. Staff will have more time to assist library customers.

- RFID technology is a more efficient, user-friendly, and ergonomic method of handling library materials. There is no need to stack books in one direction, flip entire stacks of materials, or slide materials in a specific direction before checking out. The current "Express Check" machine at the Interim Main Library handles 30% of the check-outs with specific directions for turning and sliding materials. Less specific handling of materials makes the use of a self-service check-out machine easier for library customers. Less physical handling of materials also reduces the risk of tendonitis and repetitive stress syndrome.
- The current security system has aged to the point where the vendor can no longer service the gates at the Interim Main Library. New gates will have to be purchased. There is no materials security at the two branch libraries. Although the initial expense of purchasing and installing an RFID system is higher than replacing one set of security gates, this proposal for an RFID system would include all three libraries. Installing an RFID system, with its increased capabilities, will be more cost effective in the long term than maintaining the current magnetic system.

#### **Municipal Code/Policy Document Cross Reference**

This action does not affect the Alameda Municipal Code.


#### **Budget Consideration/Financial Impact**

The cost for a Materials Security and Inventory System using Radio Frequency Identification technology is estimated to be \$300,000, which includes equipment, item tags, installation, testing, training, shipping and applicable taxes. The purchase will be drawn from Fund 317, a reserved fund balance for Library technology.

#### **Recommendation**

It is recommended that the City Council approve the issuance of the Request for Proposals for a Materials Security and Inventory System for the Alameda Free Library.

Respectfully submitted,

  
Jane Chisaki  
Interim Library Director

## AGREEMENT

THIS AGREEMENT is entered into this JUL 10 1989 by and between CAROL A. KORADE (hereinafter referred to as "EMPLOYEE",) and the CITY OF ALAMEDA, a Charter City (hereinafter referred to as "CITY").

WHEREAS, the CITY is desirous of retaining EMPLOYEE as its City Attorney; and

WHEREAS, EMPLOYEE is desirous of being the City Attorney of the City of Alameda.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

1. Employment. The CITY retains EMPLOYEE as its City Attorney to perform the duties of City Attorney as set forth in Article VIII §8-1 to §8-5 inclusive of the Alameda City Charter and such other duties as may be required of the City Attorney by the City Council. The term of this employment shall begin on July 10, 1989.

2. Compensation. EMPLOYEE shall receive the following compensation:

a. Salary. The annual salary shall be \$82,000 with a salary increase, if any, to take place at the same time as other management employees. EMPLOYEE's salary shall be payable in the same manner and at the same time as other management employees. Any future adjustment to salary will be at the sole discretion of the City Council, based on a performance evaluation conducted annually from the last increase, or at such time as the City Council considers salary increases for other department heads.

b. Benefits. During the term hereof EMPLOYEE shall receive the benefits specified in Exhibit A and Exhibit B (attached hereto and incorporated herein by this reference).

c. Moving Expenses. CITY and EMPLOYEE have agreed that CITY will pay for actual moving expenses incurred by EMPLOYEE in an amount equal to the lowest of the three (3) bids from bona fide moving companies, based upon an invoice supplied by EMPLOYEE to CITY from the moving company that performed the work (including transportation, packing, unpacking and insurance).

3. Term. The term of this agreement shall be for one (1) year, unless terminated by the Council as provided in Paragraph 4 of this agreement, or unless EMPLOYEE voluntarily resigns as provided in Paragraph 5 of this agreement. This agreement shall be automatically renewed at the expiration of the initial term hereof for successive one year terms unless sixty (60) days prior



to the expiration of the initial term (or successive term) written notice of non-renewal is given by EMPLOYEE, or by the CITY to the other party. Non-renewal by the EMPLOYEE constitutes resignation as provided in Paragraph 5. Non-renewal by the CITY constitutes termination as provided in Paragraph 4.

4. **Termination.** The CITY retains the right to terminate this agreement at any time prior to the expiration of the initial term hereof (or successive term) for any reason and with or without cause. If the CITY terminates EMPLOYEE's employment for any purpose other than for willfull misconduct or criminal activity, the CITY will pay to EMPLOYEE the balance of her first year salary, not to be less than six (6) months. CITY and EMPLOYEE recognize and agree that EMPLOYEE serves at the will of the City Council and that this agreement contains all of the terms and conditions of employment. The following provisions apply in the event of termination of employment by CITY after the expiration of the first year's employment.

a. In the event EMPLOYEE is terminated for any reason, except the cause set forth in Subparagraph c., EMPLOYEE will be paid full salary and benefits for a period of at least six (6) months from receipt of written notice of termination. The effective date of termination will be at the end of the six-month period. In exchange for the payment by CITY of salary and benefits after termination, EMPLOYEE agrees to continue to cooperate with an interim or appointed City Attorney to carry out the responsibilities of the office as set forth in Paragraph 1, of this agreement until the earlier of the time such services are no longer required, or the expiration of the six-month period. EMPLOYEE acknowledges that payment of salary and benefits after termination shall also be in satisfaction of any and all claims EMPLOYEE may have arising out of this agreement or the employer-employee relationship based upon this agreement.

b. In the event EMPLOYEE obtains other employment equivalent in salary within the six (6) month period identified above, then the CITY's obligations set forth in Subparagraph a., will cease at such time.

c. In the event EMPLOYEE is terminated because of her willfull misconduct or conviction of any felony, CITY shall have no obligation to continue the employment of EMPLOYEE, give any notice or pay any salary and benefits.

5. **Resignation.** If EMPLOYEE voluntarily resigns from the position of City Attorney, she will provide CITY with a minimun of sixty (60) days written notice. During the period subsequent to written notice of resignation, EMPLOYEE shall continue to discharge her duties as City Attorney to the best of her ability.

6. **Notices.** Any notices required by this Agreement shall be either given in person or by first class mail with the postage prepaid and addressed as follows:

TO CITY: Mayor  
City of Alameda  
City Hall  
Alameda, California 94501

TO EMPLOYEE: Carol A. Korade  
City of Alameda  
City Hall  
Alameda, California 94501

7. Attorney's Fees. In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of this Agreement, the parties agree that a court of competent jurisdiction may determine and fix a reasonable attorney's fees to be paid the prevailing party.

8. Entire Agreement. This agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in the agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 7-10, 1989

  
Carol A. Korade

Dated: 7-10, 1989

  
City Manager

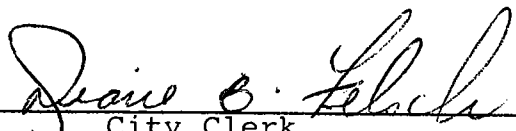
Dated: JUL 10 1989, 1989

CITY OF ALAMEDA, a Charter City

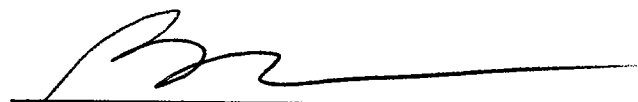
Authorized by Council  
Resolution No. 11747  
Adopted June 29, 1989

By   
Mayor

ATTEST:

By   
City Clerk

APPROVED AS TO FORM:

  
City Attorney

**EXHIBIT A**  
**MONTHLY**

City Attorney Salary effective 7-1-89	-	\$6833.33
1% Deferred Compensation	-	Paid by City
P.E.R.S. Employer's share	-	Paid by City
7.00% Employee's share	-	
Health/Dental/Life	-	\$350.00
Long Term Disability	-	Paid by City

In addition \$500 per year for life insurance

In addition to above:

Car for use by City Attorney provided  
Vacation - as standard for management employee - (Exhibit B) \*  
Sick Leave - as standard for management employee - (Exhibit B)  
Administrative Leave up to five (5) days  
12 Holidays including 1 floating holiday per year

\* 11 year employee

EXHIBIT B

**CITY OF ALAMEDA  
MANAGEMENT EMPLOYEE BENEFITS  
FOR  
CITY ATTORNEY - CAROL KORADE**

**CURRENT SALARY:** See attachment A

The City shall also pay the 7% employee's retirement contribution.

**BENEFITS:** A monthly allowance of \$350.00 per month for health, dental and life insurance.

<u>INSURANCE</u>	<u>SELF</u>	<u>+1</u>	<u>+2</u>
Kaiser**	89.22	178.44	239.78
Heals*	124.76	262.00	327.75
Dental*	47.64	Covers employee and all dependents.	
Life* (\$15,000)	7.35	Covers employee only.	
City Manager/City Attorney/City Clerk additional \$500/year toward own coverage.			

**VACATION:**

1-5 years	=	10	days
5-6 years	=	15	days
6-15 years	=	.5	additional day/year to maximum of 19.5 days.
15-21 years	=	20	days
21-25 years	=	1	additional day/year to maximum of 25 days.

**SICK LEAVE:** 1 day per month with maximum accumulation of 180 days (sick leave may not be used until after the first 6 months of employment). Unless hired prior to January 1, 1987.

**HOLIDAYS:** 12 paid holidays per year including 1 floating holiday per fiscal year.\*\*\*

**ADMINISTRATIVE LEAVE:** 5 days per year (fiscal year). 10 days per year for City Manager.

**RETIREMENT:** P.E.R.S. 2% at age 60 formula. The City does not participate in Social Security. City pays employee P.E.R.S. contribution.

**LONG TERM DISABILITY:** City paid coverage of 2/3 of salary, with maximum benefit of \$1,667 per month.

**MEDICARE:** Federal law requires new employees to contribute 1.45% of salary to Medicare.

**INSURANCE ELIGIBILITY:** If hired first of month through 15th, insurance coverage begins first of following month. If hired 16th through 31st, insurance coverage begins first of month following one full month of employment.

\*Insurance rates as of July 1, 1989.

\*\*Insurance rates as of November 1, 1988.

\*\*\*Floating Holiday may be taken only after completion of 12 months service with City.

## ARTICLE VIII

### City Attorney

Sec. 8-1. The City Attorney shall have been, at the time of his appointment, regularly admitted to practice and engaged in the practice of law in the State of California for a period of at least five years next preceding such appointment.

Sec. 8-2. The City Attorney shall prosecute all violations of the ordinances of the City. He shall, subject to the general direction of the Council, board or elective officer having jurisdiction of the matter, prosecute and defend for the City, and all boards, officers and employees in their official capacity all proceedings before judicial and quasi-judicial tribunals. He shall not compromise, settle or dismiss any action for or against the City without permission of the Council. He shall not commence any action without permission of the Council or written instruction of the City Manager. He shall be the legal advisor of and attorney and counsel for the City and for all officers and boards thereof, in all matters relating to their official duties, and whenever requested in writing by any of them, he shall give his legal advice in writing.

Sec. 8-3. He shall approve the form of all bonds given to the City, prepare all contracts or legal instruments in which the City is interested, and shall endorse on each his approval of the form thereof. He shall, when required by the Council, or any members thereof, draft proposed City ordinances and amendments thereto. He shall deliver all books, papers, documents and property of every description belonging to his office or to the City, to his successor in office.

Sec. 8-4. The City Attorney shall appoint, discipline and remove, subject to Civil Service requirements, all assistants, deputies and employees under his authority. All assistants and deputies must be duly admitted to practice law in the State of California.

Sec. 8-5. The Council, or any board with the consent of the Council, may empower the City Attorney, at his request, to employ special legal counsel.

## FIRST AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT is executed by and between Carol A. Korade (referred to herein as "EMPLOYEE") and the City of Alameda (referred to herein as "CITY").

### RECITALS

A. On July 10, 1989, EMPLOYEE and CITY entered into an employment agreement entitled "AGREEMENT" retaining the services of EMPLOYEE to serve as City Attorney for CITY.

B. EMPLOYEE and CITY desire to amend the July 10, 1989, agreement (the "Agreement") to be effective from January 1, 1990 through December 31, 1991.

C. CITY has determined to amend EMPLOYEE'S compensation and benefits for a two year term.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, EMPLOYEE and CITY agree as follows:

1. Paragraph 2 of the Agreement entitled "Compensation" is amended in its entirety to read as follows:

"2. Compensation. EMPLOYEE shall receive the following compensation and benefits:

a. Salary. EMPLOYEE shall be paid an annual salary as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. EMPLOYEE'S salary shall be payable in the same manner and at the same time as other management employees. Any future adjustment to salary shall be at the sole discretion of the City Council, based on a performance evaluation conducted by the City Council at such time as it sees fit.

b. Benefits. During the term set forth in Exhibit "A" EMPLOYEE shall receive the benefits set forth in Exhibit "A" and those benefits set forth in Exhibit "B" attached hereto and incorporated herein by this reference."

2. Paragraph 3 of the Agreement entitled "Term" is amended in its entirety to read as follows:

"3. Term. The term of this agreement shall be two (2) years, commencing January 1, 1990 and continuing through December 31, 1991, unless earlier terminated by the City Council of CITY as provided in Paragraph 4 of this agreement, or unless EMPLOYEE voluntarily resigns as provided in Paragraph 5 of this agreement. This agreement shall be automatically renewed at the expiration of the term set forth herein unless sixty (60) days prior to the expiration of the term, or any successive term, written notice of non-renewal is given by EMPLOYEE, or by CITY to the other party as provided herein. Non-renewal by EMPLOYEE constitutes resignation as provided in Paragraph 5. Non-renewal by CITY constitutes termination as provided in Paragraph 4."

3. Except as expressly modified herein, all other terms, promises, covenants and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, EMPLOYEE and CITY have executed this FIRST AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT, effective January 1, 1990.

This agreement is executed on the 7<sup>th</sup> day of September 1990 at Alameda, California.

APPROVED AS TO FORM:

Heather M. Laughlin  
City Attorney - assistant

"CITY"  
CITY OF ALAMEDA

Chuck Carver  
By:

ATTEST:

Patricia Callbreath  
DEPUTY CITY CLERK

"EMPLOYEE"  
Carol Korade  
Carol A. Korade

Agreement prepared by:  
LAW OFFICES OF ROBERT J. LOGAN

Robert J. Logan

EXHIBIT A  
MONTHLY

City Attorney Salary effective: 1-1-90	\$ 7,098
7-1-90	7,453
1-1-91	7,639 **
7-1-91	7,830 **
1% Deferred Compensation	Paid by City
P.E.R.S. Employer's share	Paid by City
P.E.R.S. 7% Employee's share	Paid by City
Cafeteria Plan: 7-1-90	\$ 400
7-1-91	425
Discussion of Cafeteria Plan rates to be included as part of transfer to P.E.R.S. Health Plan	
Long Term Disability	Paid by City
In addition \$500 per year for life insurance	
In addition to above: Use of a City car will be considered to include an option of a car allowance of \$250.00 per month.	
Vacation - as standard for management employee - Exhibit B*	
Sick Leave - as standard for management employee - Exhibit B	
Administrative Leave of ten days or equivalent in pay.	
13 Holidays including one floating holiday per year.	

\* Considered 11 year employee on 7/1/89

\*\* Unless the City Council determines that the City Attorney does not merit the increase due to failure to accomplish goals.



EXHIBIT B

CITY OF ALAMEDA  
MANAGEMENT EMPLOYEE BENEFITS  
FOR  
CITY ATTORNEY - CAROL KORADE

CURRENT SALARY:      See Attachment A  
The City shall also pay the 7% employee's retirement contribution.

BENEFITS:            A monthly allowance for health, dental and life insurance will be paid.

VACATION:            1-5    years = 10 days  
                             5-6    years = 15 days  
                             6-15 years = .5 additional day/year to maximum of 19.5 days  
                             15-21 years = 20 days  
                             21-25 years = 1 additional day/year to maximum of 25 days

SICK LEAVE:          1 day per month (sick leave may not be used until after the first 6 months of employment).

RETIREMENT:        P.E.R.S. 2% at age 60 formula. The City does not participate in Social Security. City pays employee P.E.R.S. contribution.

LONG TERM DISABILITY:    City paid coverage of 2/3 of salary, with maximum benefit of \$1,667 per month.

MEDICARE:            Federal law requires new employees to contribute 1.45% of salary to Medicare.

INSURANCE ELIGIBILITY:    If hired first of month through 15th, insurance coverage begins first of following month. If hired 16th thorough 31st, insurance coverage begins first of month following one full month of employment.

## SECOND AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT (the "Second Amendment") is executed by and between William C. Norton (the "Employee") and the City of Alameda (the "City").

### RECITALS

Employee and City entered into an employment agreement (the "Agreement") retaining the services of Employee as City Attorney of City on July 10, 1989, and amended the Agreement by the FIRST AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT (the "First Amendment") on September 7, 1990, to be effective January 1, 1990.

Employee and City desire to further amend the Agreement as amended by the First Amendment for the period January 1, 1995 through December 31, 1999.

Employee and City have agreed to amend Employee's compensation and benefits for the period January 1, 1995 through December 31, 1999.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, Employee and City agree as follows:

1. Paragraph 2 of the Agreement entitled "Compensation" is amended in its entirety to read as follows:

2. Compensation. Employee shall receive the following compensation and benefits:

a. Salary. Employee shall be paid an annual salary as set forth in Exhibit A attached hereto and incorporated herein by this reference. Employee's salary shall be payable in the same manner and at the same time as other management employees. Any future adjustment to salary shall be at the sole discretion of the City Council, based upon a performance evaluation conducted by the City Council at such time as it sees fit.

b. Benefits. During the term set forth in Exhibit A, Employee shall receive the benefits set forth in Exhibit A attached hereto and

incorporated herein by this reference.

2. Paragraph 3 of the Agreement entitled "Term" is amended in its entirety to read as follows:

3. Term. The term of this agreement shall be five (5) years, commencing January 1, 1995 and continuing through December 31, 1999, unless earlier terminated by the City Council of the City as provided in Paragraph 4 of this agreement, or unless Employee voluntarily resigns as provided in Paragraph 5 of this agreement. This agreement shall be automatically renewed at the expiration of the term set forth herein unless sixty (60) days prior to the expiration of the term, or any successive term, written notice of non-renewal is given by Employee or by City as provided herein. Non-renewal by Employee constitutes resignation as provided in Paragraph 5. Non-renewal by City constitutes termination as provided in Paragraph 4.

2.3 eliminated  
per City Council action  
2/20/96  
EDK

3. Except as expressly modified herein, all other terms, promises, covenants and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, EMPLOYEE and CITY have executed this AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT, effective January 1, 1995.

This agreement is executed on the 21<sup>st</sup> day of February, 1996, at Alameda, California.

APPROVED AS TO FORM:

Alvin Viardi  
SPECIAL COUNSEL

CITY  
CITY OF ALAMEDA

Ralph J. J. J.  
MAYOR

ATTEST:

Shane B. Leich  
CITY CLERK

EMPLOYEE

Carol Korade  
CAROL A. KORADE

EXHIBIT A  
SALARY AND BENEFITS  
(Salary and Benefits are Monthly Figures unless an Annual  
Benefit Period is Designated)

City Attorney Salary effective 1-1-95 \$8378  
Salary rates for 1-1-96 and following  
are as designated on the Salary  
Schedule approved by City  
Council Resolution No. \_\_\_\_\_  
Adopted February 20, 1996

1% Deferred compensation Paid by City

P.E.R.S. Employer's share Paid by City

P.E.R.S. 7% Employee's share Paid by Employee

Cafeteria Plan: 1-1-95 \$475  
Cafeteria Plan contribution for  
1-1-96 and following is to be  
calculated and paid as provided  
in the Management and Confidential  
unit MOU

Long Term Disability Paid by City

Additional annual payment for life insurance \$500

Use of a City car or car allowance of \$250 per month

Vacation

Vacation leave shall be provided as follows:

1-5 years	=	10 days
5-6	=	15 days
6-15	=	.5 day/year to a maximum of 19.5 days
15-21	=	20 days
21-25+ years	=	.1 added day/year to a maximum of 25 days.

Sick Leave

Sick leave shall be earned at a rate of 1 day per month. Sick  
leave is to be used in accordance with the provisions  
applicable to management employees.

Administrative Leave of fifteen days or equivalent in pay.

13 Holidays including two floating holidays per year.

### THIRD AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT

This THIRD AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT (the "Third Amendment") is executed by and between Carol A. Korade (the "Employee") and the City of Alameda (the "City").

#### RECITALS

Employee and City entered into an employment agreement (the "Agreement") retaining the services of Employee as City Attorney of City on July 10, 1989, and amended the Agreement by the FIRST AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT (the "First Amendment") on September 7, 1990, to be effective January 1, 1990; and further amended the Agreement by the SECOND AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT (the "Second Amendment") on February 21, 1996.

Employee and City desire to further amend the Agreement as amended by the First Amendment and the Second Amendment as it relates to compensation.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, Employee and City agree as follows:

1. The annual salary set forth in Exhibit A to the Second Amendment is hereby modified to the amount set forth in Exhibit A to this Third Amendment.
2. Except as expressly modified herein, all other terms, promises covenants and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, EMPLOYEE and CITY have executed this AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT, effective January 1, 1999.

This agreement is executed on the 16 day of December, 1998, at Alameda, California.


APPROVED AS TO FORM:

  
SPECIAL COUNSEL

CITY  
CITY OF ALAMEDA



ATTEST:

  
CITY CLERK

EMPLOYEE

  
CAROL A. KORADE

## CITY OF ALAMEDA

EFFECTIVE 1/1/99

CODE    CLASSIFICATION  
EXEMPT

BIWEEKLY				
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5

APPOINTED POSITIONS

1010 \*    City Attorney \*\*

4863

1% City paid deferred compensation for executive management will continue.

\* Indicates classifications with thirty-seven and one-half (37 1/2) hour original work week; other classifications have forty (40) hour original work week.

\*\* Effective July 1, 1999, across the board wage increases of one and one-half percent (1.5%).

**FOURTH AMENDMENT TO  
CITY ATTORNEY EMPLOYMENT AGREEMENT**

This FOURTH AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT (the "Fourth Amendment") is executed by and between Carol A. Korade ("Employee") and the City of Alameda ("City").

**RECITALS**

1. Employee and City entered into an employment agreement (the "Agreement") retaining the services of Employee as City Attorney of City on July 10, 1989.
2. Employee and City entered into the First Amendment to City Attorney Employment Agreement on September 7, 1990; the Second Amendment to City Attorney Employment Agreement on February 21, 1996; and the Third Amendment to City Attorney Employment Agreement on December 16, 1998 ("Third Amendment").
3. Employee and City desire to amend the Agreement as it relates to Exhibit A, relating to compensation.

NOW, THEREFORE, inconsideration of the promises, covenants and conditions contained herein, Employee and City agree as follows:

1. The annual salary set forth in Exhibit A to the Agreement is hereby modified to the amounts set forth in Exhibit A Agreement. Exhibits A shall be incorporated into this Fourth Amendment by this reference as if fully set forth.
2. Except as expressly modified herein, all other terms, promises, covenants and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.
3. This Fourth Amendment shall take effect September 12, 1999. The Third Amendment shall no longer be in effect on and after September 12, 1999.


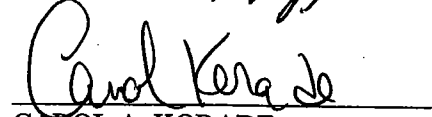
IN WITNESS WHEREOF, EMPLOYEE and CITY have executed this FOURTH AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT, effective September 12, 1999 on the 2 day of June 1999.

APPROVED AS TO FORM:

  
SPECIAL COUNSEL

ATTEST:

  
CITY CLERK

  
CITY OF ALAMEDA  
  
CAROL A. KORADE



# CITY OF ALAMEDA

EFFECTIVE 9/12/99

**CODE**   **CLASSIFICATION**  
EXEMPT

BIWEEKLY				
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5

## APPOINTED POSITIONS

1040 *	City Manager	5889
1010 *	City Attorney	5489

Effective September 10, 2000, across the board wage increases of four percent (4%).

Effective September 9, 2001, across the board wage increases of four percent (4%).

1% City paid deferred compensation for executive management will continue.

Benefits to be adjusted and administered in accordance with the established provisions of the City of Alameda Management and Confidential Employees Association

\* Indicates classifications with thirty-seven and one-half (37 1/2) hour original work week; other classifications have forty (40) hour original work week.

**Fifth Amendment to  
City Attorney Employment Agreement**

This FIFTH AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT (the "Fifth Amendment"), entered into this \_\_\_\_ day of April, 2001, by and between City of Alameda, a municipal corporation (hereinafter referred to as "City"), and Carol A. Korade (hereinafter referred to as "Employee"), is made with reference to the following:

**Recitals:**

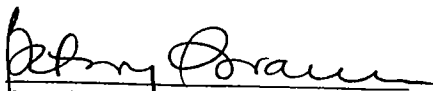
1. Employee and City entered into an employment agreement (the "Agreement") retaining the services of Employee as City Attorney of City on July 10, 1989.
2. Employee and City entered into the First Amendment to the Agreement on September 7, 1990; the Second Amendment to the Agreement on February 21, 1996; the Third Amendment to the Agreement on December 16, 1998; and the Fourth Amendment to the Agreement on June 2, 1999.
3. Employee and City desire to amend the Agreement as it relates to Exhibit B, relating to Management Employee Benefits to be received by City Attorney (the "Fifth Amendment").

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. City shall contribute the necessary funds to a medical, disability and retirement plan to provide Employee with medical (including dental) benefits upon retirement from the City for Employee and her spouse regardless of her years of service, disability benefits at a level equivalent to those disability benefits provided to members of the City bargaining unit selected by Employee and retirement benefits of 3% at age 55.
2. Except as expressly modified herein, all other terms, promises, covenants and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

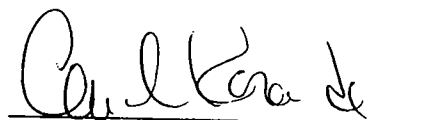
APPROVED AS TO FORM:

  
Special Counsel

\_\_\_\_\_  
City of Alameda

ATTEST:

\_\_\_\_\_  
City Clerk

  
Carol A. Korade

**Sixth Amendment to  
City Attorney Employment Agreement**

This SIXTH AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT (the "Sixth Amendment"), entered into this \_\_\_\_ day of September, 2001, by and between City of Alameda, a municipal corporation (hereinafter referred to as "City"), and Carol A. Korade (hereinafter referred to as "Employee"), is made with reference to the following:

**Recitals:**


1. Employee and City entered into an employment agreement (the "Agreement") retaining the services of Employee as City Attorney of City on July 10, 1989.
2. Employee and City entered into the First Amendment to the Agreement on September 7, 1990; the Second Amendment to the Agreement on February 21, 1996; the Third Amendment to the Agreement on December 16, 1998; the Fourth Amendment to the Agreement on June 2, 1999; and the Fifth Amendment to the Agreement on April 3, 2001.
3. Employee and City desire to amend the Agreement as it relates to Exhibit B, relating to Management Employee Benefits to be received by City Attorney (the "Sixth Amendment").

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. The benefits granted to the Employee in the Fifth Amendment to the City Attorney Employment Agreement shall vest at the age of 50.
2. Except as expressly modified herein, all other terms, promises, covenants and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

APPROVED AS TO FORM:

  
Special Counsel

\_\_\_\_\_  
City of Alameda

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Carol A. Korade

**Seventh Amendment to  
City Attorney Employment Agreement**

This SEVENTH AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT (the "Seventh Amendment") is executed this 3rd day of July, 2002 by and between Carol A. Korade ("Employee") and the City of Alameda ("City").

**Recitals**

1. Employee and City entered into an employment agreement (the "Agreement") retaining the services of Employee as City Attorney of City on July 10, 1989.
2. Employee and City entered into the First Amendment to the Agreement on September 7, 1990; the Second Amendment to the Agreement on February 21, 1996; the Third Amendment to the Agreement on December 16, 1998; the Fourth Amendment to the Agreement on June 2, 1999; the Fifth Amendment to the Agreement on April 13, 2001; and the Sixth Amendment on September 18, 2001.
3. Employee and City desire to amend the Agreement as it relates to Exhibit B, relating to Management Employee Benefits to be received by City Attorney and to City's right to terminate the Agreement (the "Seventh Amendment").

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained here, Employee and City agree as follows:

1. The Management Employee Benefits described in Exhibit B to the Agreement are hereby modified to the extent inconsistent therewith, by the following: City shall provide Employee benefits at a level equivalent to the benefits provided to members of the City bargaining unit(s) or to other groups of unrepresented employees, as selected by Employee. Employee may select different units or groups for different benefits. This paragraph shall not be construed either to allow Employee to choose to receive a benefit that is specifically related to the unique duties of the members of the bargaining unit or group of unrepresented employees receiving that benefit; or to reduce the positive differential between the level of a particular benefit received by Employee and that received by members of the City bargaining units or other groups of unrepresented employees.
2. Paragraph 4 of the Agreement shall be amended to read as follows:
  4. Termination. CITY retains the right to terminate this agreement at any time for any reason and with or without cause. CITY and EMPLOYEE recognize and agree that EMPLOYEE serves at the will of the City Council and that this agreement contains all of the terms and conditions of employment. The following provisions apply in the event of termination of employment by CITY:

a. In the event EMPLOYEE is terminated for any reason, except the cause set forth in Subparagraph b, EMPLOYEE will be paid full salary and benefits for a period of twelve (12) months from receipt of written notice of termination.


b. In the event EMPLOYEE is terminated because of his conviction of any felony, CITY shall have no obligation to give any notice or pay any salary and benefits.

3. Except as expressly modified herein, all other terms, promises, covenants and conditions set forth in the Agreement, as amended, shall remain the same and shall be in full force and effect.

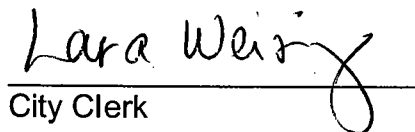
APPROVED AS TO FORM:


City of Alameda

  
Special Counsel

By 

ATTEST:

  
City Clerk

  
Carol A. Korade

**Eighth Amendment to  
City Attorney Employment Agreement**

This EIGHTH AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT (the AEighth Amendment@) is executed by and between Carol A. Korade ("Employee") and the City of Alameda ("City") on this 8th day of January, 2003.

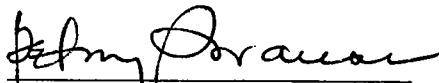
Recitals:

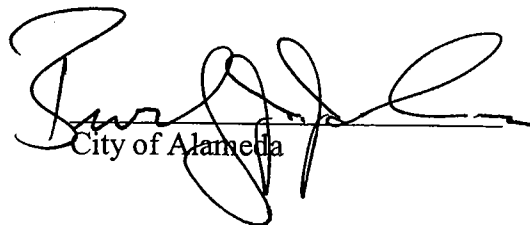
1. Employee and City entered into an employment agreement (the AAgreement@) retaining the services of Employee as City Attorney of City on July 10, 1989.
2. Employee and City entered into the First Amendment to the Agreement on September 7, 1990; the Second Amendment to the Agreement on February 21, 1996, the Third Amendment to the Agreement on December 16, 1998; the Fourth Amendment to the Agreement on June 2, 1999; the Fifth Amendment to the Agreement on April 13, 2001; the Sixth Amendment to the Agreement on September 18, 2001; and the Seventh Amendment to the Agreement on July 3, 2002.
3. Employee and City desire to amend the Agreement as it relates to Exhibit A, relating to compensation.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, Employee and City agree as follows:

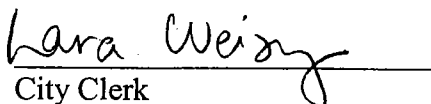
1. The annual salary set forth in Exhibit A to the Agreement is hereby modified to the amounts set forth in Exhibit A to the Agreement. Exhibit A shall be incorporated into this Eighth Amendment by this reference as it fully set forth.
2. Except as expressly modified herein, all other terms, promises, covenants and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

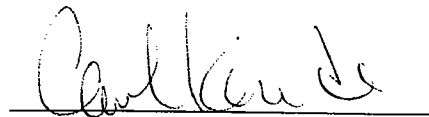
APPROVED AS TO FORM:

  
Special Counsel

  
City of Alameda

ATTEST:

  
City Clerk

  
Carol A. Korade

CITY OF ALAMEDA  
Effective 9/8/02

<u>CODE</u>	<u>CLASSIFICATION</u>	BIWEEKLY				
		Step 1	Step 2	Step 3	Step 4	Step 5
	EXEMPT					
1040	City Manager					\$6,823.76
1010	City Attorney					\$6,503.69

EXHIBIT A

**CURRENT APPLICATIONS  
CIVIL SERVICE BOARD  
ONE VACANCY**

Lydia L. Chan

Karen Green

Linda M. McHugh

Avonnet M. Peeler

Michael E. Soderberg



**CURRENT APPLICATIONS  
COMMISSION ON DISABILITY ISSUES  
ONE VACANCY**

Audrey M. Lord-Hausman

Dwayne A. Crone

CURRENT APPLICATIONS  
ECONOMIC DEVELOPMENT COMMISSION  
**TWO VACANCIES**  
ONE COMMUNITY-AT-LARGE SEAT  
ONE REAL ESTATE/LAND DEVELOPMENT SEAT

	<u>Community-at-large</u>	<u>Real Estate/Land Development</u>
Arshad A. Ahmed		X
Robert A. Bonta	X	
Michael R. Fassler	X	X
Claire C. Fitzgerald	X	X
Frederick R. Hollister	X	X
Jay L. Ingram	X	
Janet W. Iverson	X	X
Kirk H. Knight		X
Carrolyn M. Kubota	X	
Diane C. Lichtenstein	X	
Christopher D. Lundeen	X	
James A. Nations		X
James A. Price	X	
Stephanie L. Prothero	X	
Valerie Ruma	X	
William C. Russell		X
Brad C. Shook	X	X
Karen M. Stefonek		X
Jay G. Townley	X	X
Morris H. Trevithick	X	X
Randy K. Watkins	X	

CURRENT APPLICATIONS  
HISTORICAL ADVISORY BOARD  
**ONE VACANCY**  
LANDSCAPE ARCHITECT/ARCHITECT/DESIGN BUILD SEAT

Hanson D. Hom

Janet W. Iverson

Greg J. Klein

CURRENT APPLICATIONS  
HOUSING AND BUILDING CODE HEARING AND APPEALS BOARD  
**ONE VACANCY**

Jacob M. Chapman

James A. Price

David A. Solis

CURRENT APPLICATIONS  
RECREATION AND PARKS COMMISSION  
ONE VACANCY

Kathryn F. Boyle

Michael Cosentino

John F. Curliano

James R. Currier

Lauren R. Eisele

Linda Gilchrist

Harry L. Hartman

Lee A. Kaplan

Geoffrey M. Lee

Jessica Lindsey

Tim Marr

Scott A. McKay

Lissa V. Merit

Jessica S. Niland

Donald E. Oransky

Cookie Robles-Wong

Rueben Tilos

Gail A. Wetzork